

SECTION 5. Employees who by pre-arrangement are assigned to work non-scheduled time (which may be on a sixth day) which is less than half of a normal daily tour for full-time employees and which is not consecutive with a normal tour or half tour will receive the same treatment as herein provided for Emergency Call-Outs, except that work time shall be considered as starting when the employee leaves his residence to proceed by the most direct route to the work location. The provisions of this Section shall not apply to part-time employees hired on or after January 1, 1981, and assigned to work in Phone-Center Stores, Bell Customer Service Centers, Bell Phone Booths (KIOSKS), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or Service Center operations.

SECTION 6. For employees in Category IV, the Company will establish work schedules showing the time the employee's normal daily tour starts and ends on each day of the normal work week, provided that such schedules may be changed by the Company at any time in order to meet work requirements and service conditions. Category IV employees may request to be assigned off on any day of the calendar week including holidays as specified in Article 30.

Work schedules shall be posted by 2:00 P.M. of the Thursday of the preceding week in advance of the first day of the employee's first normal work week shown on such schedules.

Article 26. - Inclement Weather

SECTION 1. Category I employees normally assigned to outdoor work will be provided with other assignments when the Company determines that on account of weather conditions they are unable to perform their regularly assigned duties during their regularly scheduled working time. When the Company determines that on account of weather conditions such employees are unable to perform their regularly assigned duties on a non-scheduled day, they may be excused or assigned other duties, after reporting to work, for all or part of their normal tours; provided, however, that in such case the employee shall receive a minimum of four (4) hours pay computed at his basic hourly rate.

Article 27. - Emergency Call-Outs

SECTION 1. An "emergency call-out" is a request to report to work on a non-scheduled day or during non-scheduled hours to work an unspecified period of time provided the employee is requested to report to work as soon as possible after receiving the request. A request that an employee work a changed or additional normal tour (or half tour), or work in excess of a normal tour (or half tour), shall not be treated as an "emergency call-out."

SECTION 2. In cases where an employee receives an emergency call-out, work time shall be considered as starting when the employee is called and if he returns to his residence before starting his scheduled normal tour (or half tour), his work time shall be considered as ending upon his arrival at his residence. In cases where the employee starts his scheduled normal tour (or half tour), his emergency call-out shall end upon the starting of such tour.

SECTION 3.

- (a) Time worked on emergency call-outs on weekdays shall be compensated for at one and one-half times the employee's basic hourly rate; provided that any time which is compensated for at the rate of time and one-half (except Sunday time as covered in Sections 4, 5, 6 and 7 of this Article) shall be credited against any overtime payments required under Article 24.
- (b) Time worked on emergency call-outs on holidays observed pursuant to Article 30, shall be compensated for at one and one-half times the employee's basic hourly rate for all hours worked up to the number of hours in a normal daily tour for a full-time employee. On such a holiday all time worked on emergency call-outs in excess of a normal daily tour for a full-time employee shall be compensated for at two and one-half times the employee's basic hourly rate; provided that any holiday hours in excess of a normal tour compensated for at two and one-half times the employee's basic hourly rate shall be credited against any hours for which overtime payments are required under Article 24.

SECTION 4. For time worked on emergency call-outs between 12 Midnight Saturday and 12 Midnight Sunday, an employee shall be paid at the rate of one and one-half times his basic hourly rate except that such time worked in excess of a normal daily tour for a full-time employee shall be compensated for as daily overtime in accordance with Article 24, Section 2.

SECTION 5. Time worked on emergency call-outs between 12 Midnight Saturday and 12 Midnight Sunday up to the number of hours in a normal daily tour for a full-time employee shall not be credited against any overtime payments for work in excess of a full-time employee's normal work week for the calendar week beginning on that day; provided, however, that no more than the number of hours in a normal daily tour for a full-time employee shall be paid for as Sunday time during any calendar week.

SECTION 6. Time worked on emergency call-outs starting on Saturday and extending into Sunday shall be paid for as Saturday time up to 12 Midnight Saturday and as Sunday time after Midnight Saturday (but not over the number of hours in a normal daily tour for a full-time employee is to be paid as Sunday time).

SECTION 7. Time worked on emergency call-outs starting on Sunday and extending into Monday shall be paid for as Sunday time up to 12 Midnight Sunday and time after Midnight Sunday as Monday time, provided that no more than the number of hours in a normal daily tour for a full-time employee shall be paid for as Sunday time during any calendar week.

SECTION 8. An employee who received payments at time and one-half under provisions of this Article shall not be paid evening and night differential payments for such time.

SECTION 9. An employee called out on an emergency call-out to work time which is not consecutive with a scheduled tour (or half tour) will receive a minimum of four (4) hours pay computed at his basic hourly rate. In the application of this Section, the Company may assign an employee to work to the extent of the time actually paid for whenever under the circumstances it is reasonable to do so.

SECTION 10. In the event that an employee en route to, while on, or returning from an emergency call-out is involved in a motor vehicle accident while operating his personal vehicle under the provisions of this Article, the Company will reimburse the employee in an amount not to exceed \$250 for the costs of repairs to the personal vehicle which are not otherwise compensated or compensable from another source, provided, that said vehicle must be covered by public liability and property damage insurance in amounts and under provisions which conform with the requirements of the state in which the vehicle is registered.

SECTION 11. The provisions of Sections 3, 4, 5, 6, 7 and 8 of this Article shall not apply to part-time employees hired on or after January 1, 1981, and assigned to work in PhoneCenter Stores, Bell Customer Service Centers, Bell Phone Booths (KIOSKS), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or Service Center operations.

**Article 28. - Travel Allowances, Travel Time
and Expense Payments**

SECTION 1. The normal reporting locations and the temporary reporting locations at which work time starts and stops shall be as designated by the supervisor.

SECTION 2. When an employee is temporarily assigned by the Company to work at a different location than the employee's normal reporting location, and commutes on a daily basis to the temporary reporting location, a travel allowance shall be paid for each day so assigned and worked in accordance with the following schedule:

- (a) Airline Distance from Normal Reporting Location to Temporary Reporting Location
- | | Daily Allowance |
|---------------------------------------------|-----------------|
| 0-1 Mile..... | \$.00 |
| Over 1 Mile to 3 Miles..... | 3.00 |
| Over 3 Miles to 5 Miles | 4.15 |
| Over 5 Miles to 10 Miles | 6.25 |
| Over 10 Miles to 15 Miles | 8.95 |
| Over 15 Miles to 20 Miles | 12.50 |
| Over 20 Airline Miles to 25 Road Miles..... | 12.50 |
- (b) For any distance from the normal reporting location to the temporary reporting location which is twenty-five (25) or more road miles measured one way on a standard map, the allowance per round trip road mile measured on the same map shall be the rate specified in Article 29, Section 3.
- (c) Employees entitled to the allowances in paragraph (a) or (b) above shall be reimbursed for any toll charges actually incurred.

Provided, however:

- (a) The employee's work time shall start or end (or both) at the temporary location;
- (b) The travel allowance will not be paid when the employee is paid for travel time to and from the temporary location;
- (c) The travel allowance will not be paid when the Company provides transportation or pays for transportation expense;
- (d) The provisions of this Section shall not apply when Section 3 is applicable.

SECTION 3. When an employee is temporarily assigned by the Company to work at a location other than the employee's normal reporting location and the temporary reporting

location is more than fifty (50) road miles measured one way on a standard map from the employee's normal reporting location; or when the Company, because of work requirements, travel time or travel conditions, specifies that the temporary reporting location is not within normal daily commuting distance, the provisions of this section shall apply.

- (a) *Necessary Travel Time.* The Company shall treat necessary travel time to and from the temporary location at the beginning and end of the temporary assignment as work time only as required by law. The Company also shall pay for other necessary travel time to and from the temporary location at the beginning and end of the temporary assignment at the employee's basic hourly rate.
- (b) *Transportation Expenses.* When transportation to and from the temporary reporting location is not provided by or arranged for by the Company, travel expenses, when approved by the supervisor in advance, shall be reimbursed by means of expense vouchers. The Company may, at its option, provide for reimbursement of these travel expenses by means of entries on the employee's personal time report in lieu of vouchers. An employee who with the approval of his supervisor obtained in advance of a trip actually furnishes private transportation shall be reimbursed in accordance with the provisions of Article 29, Section 3 for each round trip road mile as measured on a standard map between the employee's normal and temporary reporting location. An employee who rides with another employee who has been authorized to be reimbursed for private transportation shall be reimbursed one-half the mileage amount provided to the employee who furnishes the transportation.
- (c) *Living Expenses.* The Company may make arrangements for necessary local transportation, living quarters and meals, or with prior agreement between the supervisor and the employee, the employee may make these arrangements. Payments may be made directly by the Company to the persons providing local transportation, living quarters or meals, or upon prior agreement between the supervisor and the employee, the employee may pay for his own necessary local transportation by public carrier, his lodging, or his meals.

When the employee makes and pays for these arrangements, he shall be reimbursed by means of expense vouchers for actual expenditures for lodging, necessary local transportation by public carrier, and for laundry, if the assignment extends beyond one week. Necessary private local transportation furnished by the employee shall be reimbursed in accordance with the provisions of Article 29, Section 3.

In lieu of reimbursement for meals not arranged and paid for by the Company, the employee shall be paid an allowance for each day on which travel to a temporary location within the geographic area of the bargaining unit keeps the employee away from home overnight, or on which the employee's work time starts or ends (or both) at such temporary location. The allowance will be thirty-three dollars

and thirty cents (\$33.30) per day. On any such day on which the Company arranges and pays for one or more meals, the daily allowance shall be reduced by one-third for each meal provided by the Company.

In no case will an employee be required to spend more than two (2) months away from the employee's normal reporting location unless advised by the Company before the assignment, that the assignment would be of longer duration.

When the conditions set forth in the first paragraph of this Section apply, Section 2 of this Article shall not apply.

SECTION 4. When an employee remains on a temporary assignment, under the conditions set forth in Section 3, for a period of more than two consecutive weeks, the following shall apply:

- (a) The employee usually will be allowed to return to his normal reporting location at the end of each second week unless assigned to work on a sixth day in that week. The time consumed in traveling to the normal reporting location and in returning to the temporary location will not be compensated for; provided, however, that in cases where public transportation is not reasonably available for such travel outside of normal working time, any portion of such travel time that falls between the starting and quitting time of the employee's scheduled normal tour, will be paid for as a part of the employee's normal tour of duty for that particular day.

When transportation is not provided for or arranged for by the Company and when approved by the supervisor in advance, travel expenses between the temporary and normal reporting locations shall be reimbursed by means of expense vouchers. When such travel is not by public carrier, the employee shall, with prior supervisory approval, be paid an allowance in lieu of reimbursement not to exceed the equivalent cost of bus or railroad coach transportation between the employee's normal and temporary reporting locations. However, an employee who with the approval of his supervisor obtained in advance of a trip actually furnishes private transportation shall be reimbursed in accordance with the provisions of Article 29, Section 3 for each round trip road mile as measured on a standard map between the employee's normal and temporary reporting location.

- (b) In the event that an employee is not permitted to return to his normal reporting location at the end of each second week, and the employee is not otherwise assigned to work, the Company agrees that such employee shall be permitted to work one additional normal tour in excess of his normal work week at the end of each second week and during each week this period is extended.

SECTION 5. The payments provided in Section 2, Section 3, or Section 4 shall not be construed as part of the basic wages for any purpose under this Agreement.

Article 29. - Reimbursement of Incidental Expenses

SECTION 1. In the application of this Article, it is understood that the work assignments in connection with which the expenses are incurred must be authorized by the Company and all expenses are subject to the approval of the employee's supervisor.

SECTION 2. Employees shall be reimbursed for payments made by them for all incidental expenses actually incurred in the performance of work which they do not normally incur in the performance of their regularly assigned duties.

SECTION 3. When, with prior supervisory approval, private transportation is provided by an employee under the circumstances set forth in Sections 1 and 2 of this Article or under the provisions of Sections 3(b), (c), and 4(a) of Article 28, the employee will be reimbursed consistent with the Internal Revenue Service's (IRS) standard mileage rate allowable as a business use deduction from gross income. In the event the IRS increases the standard mileage rate allowable as a business use deduction from gross income during the term of this Agreement, the Company will change the amount of the reimbursement accordingly effective on the first of the second month following publication of the change by the IRS, but in no event prior to the effective date of the IRS increase. Such reimbursement shall be in lieu of all expenses, costs, and losses incurred by the employee who furnishes such transportation; provided, however, that the Company will:

- (a) Pay the cost of parking and toll fees incurred by the employee incident to such usage of private transportation.
- (b) In the event that an employee is involved in a motor vehicle accident while operating his personal vehicle under the provisions of this Article, reimburse the employee in an amount not to exceed \$250 for the costs of repair to the personal vehicle which are not otherwise compensated or compensable from another source.

Any vehicle used by an employee to provide transportation under this Article must be covered by public liability and property damage insurance in amounts and under provisions which conform with the requirements of the state in which the vehicle is registered.

Article 30. - Holidays

SECTION 1. The following days are designated as holidays:

| | |
|----------------------------------|-------------------------------------------------------|
| New Year's Day | January 1 |
| George Washington's Birthday . . | Third Monday in February |
| Floating Day* | |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day. | First Monday in September |
| Veteran's Day. | November 11 |
| Thanksgiving Day | Designated Thursday in November |
| Day after Thanksgiving Day . . . | Friday immediately following Thanksgiving Day |
| Christmas Day. | December 25 |
| Inauguration Day** | January 20 of year following Presidential Election |

*An employee may select any one day in the current calendar year, other than a Sunday, a Holiday designated in this Section or an Excused Work Day designated pursuant to Article 38, Section 3, as a "Floating" Holiday; provided, however, that the employee must have notified his supervisor at least 30 days prior to the day on which the "Floating" holiday occurs unless the Company determines that service and force conditions are such that shorter notice is acceptable. An employee hired after April 30 is not entitled to, and may not select a "Floating" holiday for the calendar year in which he was hired. "Floating" holidays not scheduled by October 1 of each calendar year must be selected and scheduled at that time. An employee may be required to work on the day selected as his "Floating" holiday but would receive holiday pay for such day as provided in this Agreement.

**Washington Area only.

If a holiday falls on Sunday, the following Monday shall be observed as the holiday, and the practices herein provided shall apply to Monday only. Any tour which begins on a holiday shall be known as a holiday tour (or a holiday part tour).

SECTION 2.

- (a) Regular and temporary full-time employees shall receive for the day on which a holiday is observed pay for a normal daily tour. The holiday may be included as part of the employee's normal work week schedule, whether excused or assigned to work.
- (b) Regular and temporary employees who work on a holiday shall, in addition to the pay in paragraph (a) of this Section or the pay in Section 4 below be paid a HOLIDAY PREMIUM at the rate of one and one-half times their basic hourly

rate for all time worked within a normal daily tour. However, this premium provision shall not be applicable to part-time employees hired on or after January 1, 1981, and assigned to work in PhoneCenter Stores, Bell Customer Service Centers, Bell Phone Booths (KIOSKS), DM/DR (Direct Marketing/Direct Response) Centers and any equivalent retail sales or Service Center operations.

- (c) If an employee is scheduled to work a normal daily tour, half-tour or session on a holiday and, after reporting to work, is excused later at the Company's initiative, the employee shall be paid his straight time rate for the remainder of the full normal daily tour, half tour or session scheduled on the holiday.
- (d) Payment for time worked on a holiday in excess of a normal daily tour shall be as provided in Article 24 of this Agreement.
- (e) Regular and temporary employees who do not work on a holiday shall receive for the holiday any evening and night differential payments received for their normal work week (excluding the holiday) in the week in which the holiday is observed.
- (f) An employee who works a holiday tour shall receive the larger of the following:
(1) the daily average of any evening and night differential payments received for his normal work week (excluding the holiday) in which the holiday is observed, or
(2) the evening and night differential payments, if any, to which the employee would be entitled under Article 19 for the holiday tour worked.

SECTION 3. An occasional employee shall not receive the payments provided for in Sections 2(a), (b), or (e), but shall be paid at his basic hourly rate for time worked on holidays plus the evening and night differentials, if any, to which he would be entitled under Article 19 for the holiday tour worked.

SECTION 4. All regular and temporary part-time employees shall receive for the day on which a holiday is observed pay for a normal daily tour of a comparable full-time employee multiplied by the part-time employee's "Part Time Factor" as defined in Article 40, Section 7B.

SECTION 5. Company agrees to post holiday work schedules for Category I, II, III and IV employees and otherwise notify employees in Categories A and B, seven days in advance of the holiday, provided that such posting may be changed at any time up to the holiday in order to meet work requirements and service conditions.

SECTION 6. No payments will be made under this Article under any of the following conditions:

- (a) to an employee who is absent for any reason on a holiday if payments are made to him for that day under another provision of this Agreement or are otherwise paid to him, or

- (b) to an employee who is scheduled to work on the holiday and absents himself without permission on all or part of that day, or in the event that he is not scheduled to work on that holiday, absents himself without permission on all or part of the assigned day before or the assigned day after the holiday, or
- (c) for any holiday observed during a period beyond the first seven calendar days of absence for any reason, or
- (d) for any holiday observed during the first seven calendar days of a period of absence for any reason, except that if the period of absence begins or ends in a week in which the employee is scheduled to work a normal work week holiday payment shall be made if the employee is absent excused under Article 9, absent excused with pay under Article 33, or is absent due to sickness but is not eligible for payment under Article 32.

In the administration of Paragraphs (c) and (d), if the assigned day before or the assigned day after a holiday, or both, are granted by the Company as excused time off because of a force surplus, such absence of itself shall not make the employee ineligible for holiday pay.

Article 31. - Vacations

SECTION 1. Except as hereinafter provided, the eligibility of full-time employees to receive a vacation with pay within the current calendar year shall be determined in accordance with the following schedule. Part-time employees shall not be eligible to receive a vacation with pay until they have completed six (6) months of net credited service, after which time their eligibility for full weeks of vacation shall be the same as for full-time employees.

| <u>Net Credited Service as of December 31 of Current Calendar Year*</u> | <u>Vacation</u> | <u>Notes</u> |
|---------------------------------------------------------------------------------|------------------------|--------------|
| a. Less than 5 months | None | |
| b. 5 months but less than 6 months | 2 days after Oct. 1 | |
| c. 6 months but less than 12 months | 1 week | See (1) |
| d. 1 year or more but less than 7 years | 2 weeks | See (2) |
| e. 7 years or more but less than 15 years | 3 weeks | |
| f. 15 years or more but less than 25 years | 4 weeks | |
| g. 25 years or more | 5 weeks | See (3) |

*Net credited service for determining vacation eligibility shall include service to be bridged during the current calendar year.

NOTES:

- (1) Eligible for one week upon completion of six months NCS; however, employees hired May 1-May 31 may take three days after four months NCS; and hired April 1-April 30 may take four days after five months NCS; provided any of these days so taken shall be deducted from the full week.
- (2) Eligible for a maximum of two weeks in a calendar year, the first of which may be taken in accordance with note (1) above and the second may be taken upon completion of twelve months NCS.

- (3) In order to be eligible for five weeks of vacation, the employee must take one week of his vacation between January 1st and April 30th and/or November 1st and December 31st of the current year.

SECTION 2.

- (a) A full-time employee's weekly wage for vacation payments shall consist of the employee's basic weekly wage, plus the weekly average of evening and night differential payments received for the normal work week during the first four (4) of the five (5) calendar weeks worked immediately preceding the vacation period.
- (b) A part-time employee's weekly wage for vacation payments shall consist of the basic weekly wage of a comparable full-time employee, multiplied by the part-time employee's "Part-Time Factor," as defined in Article 40, Section 7B, plus the weekly average of any evening and night differential payments received for the normal work week during the first four (4) of the five (5) calendar weeks worked immediately preceding the vacation period.
- (c) In the event that a part-time employee is granted vacation for any period of less than a calendar week, the vacation granted shall be in increments of full calendar days and the pay for each such calendar day of vacation shall be one-fifth of the amount of pay to which the employee would be entitled for a full week of vacation in that calendar week pursuant to paragraph (b) of this Section.

SECTION 3. If a holiday is observed within an employee's vacation period, that day shall be rescheduled pursuant to the provisions of Section 10(c) of this Article.

SECTION 4. An employee who is absent for one or more full days on account of sickness or disability, contagious disease quarantine, death in immediate family, jury duty summons, or witness service subpoena, during the week or weeks of his scheduled vacation shall have that part of his vacation rescheduled; provided that in such cases it shall not be rescheduled after or extend beyond December 31st of that year unless circumstances prohibit, in which case it shall be taken no later than the last full week in March of the following calendar year.

SECTION 5. Employees who are absent on leave of absence during the current year for more than six (6) months shall not be entitled to a vacation in that year; provided, however, that this provision shall not operate to the prejudice of employees who receive their scheduled vacation in the current year before their leaves of absence begin. It is understood that the provisions of this paragraph shall not apply to employees returning from military leaves of absence.

SECTION 6. Employees absent on leave of absence for three (3) months or more extending from one year into the next shall not be eligible to receive a vacation until they have returned to duty and worked for at least three (3) months. It is understood that the

provisions of this paragraph shall not apply to employees returning from military leaves of absence.

SECTION 7. Employees who resign, retire or are dismissed, and who have not received vacations to which they are entitled by the effective date of their resignations, retirements or dismissals shall receive lump sum payments in lieu of the vacations or unused portions thereof. If an employee dies prior to receiving vacation to which he is entitled, payment in lieu of such vacation shall be paid in the same manner as any unpaid wages are paid or would have been paid.

SECTION 8. Employees who request and who are granted personal leaves of absence of more than thirty (30) calendar days other than leaves of absence for Union business under Article 9, and who have not received vacation to which they are entitled by the effective date of the leave of absence, shall receive lump sum payment in lieu of the vacations or unused portions thereof; provided, however, that if an employee advises the Company within seven (7) calendar days following his return from a personal leave of absence that he wishes to take time off without pay equivalent to no more than the number of unused vacation days for which lump sum payment was received, such time off shall be scheduled and taken as follows:

- (a) If all or a portion of the unused vacation had been previously scheduled to be taken in a period after the end of the leave of absence, the time off shall be taken as originally scheduled; or
- (b) If the unused vacation had been previously scheduled to be taken during the period covered by the leave of absence, the time off shall be rescheduled to be taken if service and force conditions permit, but no later than the end of the last full week in March of the calendar year following the year in which the vacation entitlement was established.

SECTION 9. An employee who is engaged (or reengaged) by the Company with service credited based on prior employment will not be entitled to vacation or pay in lieu thereof during the same calendar year that vacation was granted or paid in lieu thereof by a former employer where any service credit was earned. However, if the employee advises the Company within seven (7) calendar days of his engagement that he wishes to take time off without pay equivalent to no more than the number of vacation days he would otherwise be entitled to receive, such time off shall be scheduled if service and force conditions permit.

SECTION 10. Scheduling and Selection of Vacation Periods and Other Time Off. Employees in each work group shall select vacation periods, and other specified time off, as follows:

- (a) Selections shall be commenced prior to the beginning of the calendar year and completed no later than the last day of March in the relevant calendar year from a schedule of available dates prepared by the Company. There shall be two

consecutive rounds of selection, each made in accordance with Article 34-Seniority. In no case shall an eligible employee schedule less than one full week of vacation in any calendar year, except that employees who have completed six (6) months of net credited service or twelve (12) months of net credited service on or after December 1 and are at that time still entitled to one or two full weeks of vacation in the current calendar year will have their vacation scheduled and taken no later than the last full week in March of the following year, provided, however, that such employees may schedule the full week(s) in the following year subject to the provisions of paragraph (b) below.

- (b) Full Weeks of Vacation. In the first round of selections, vacations will be selected in full weeks and the weeks so selected must be taken as full weeks. For purposes of selection only, the last week in December will be considered a full week in the current year if four (4) or more of the calendar days in that week are in the current year. It will be considered a full week in the following year if four (4) or more of the calendar days in that week are in the following year. Employees who do not elect to "carry over" a part of their vacation to which they are entitled in the current calendar year into the following calendar year and want to schedule all or part of their following year's vacation in the period of January 1 through the last full calendar week of May, inclusive, of the following calendar year, will have the option of scheduling their vacations in the following calendar year during this round of selections. Employees who are eligible for two (2) weeks or more of vacation in any calendar year may schedule in the following year, by full weeks or multiples thereof, a part of the vacation for which they are eligible in the current calendar year, subject to the following terms:
 - (1) Any week or weeks of vacation "carried over" from one calendar year into the next must be scheduled and taken no later than the last full calendar week of May of the year into which the week or weeks are carried over.
 - (2) For all weeks of vacation "carried over" from one calendar year to the next, at least a like number of weeks of vacation for the calendar year into which the "carry over" is shifted must also be scheduled and taken no later than the last full calendar week of May of the same year.
- (c) Day-at-a-Time Selection. In the second and final round of selections, employees may select paid and unpaid Excused Work Days (except Excused Work Days designated by the Company), and time off for holidays and designated Excused Work Days which will be observed during their previously selected vacation weeks (see Section 3 above), and employees who are eligible for two or more weeks of vacation in the current calendar year and who wish to use one week (or two weeks if eligible) to be taken on a day-at-a-time basis may select their day-at-a-time vacation days.

Specific dates may be selected in this round only from available dates on the original schedule in the current calendar year which remain unselected after the

first round of selection. In the event that an employee does not choose during this round to select specific dates for all of the remaining days for which he is eligible, he shall instead select "reserved time" equivalent to the total number of such days not selected. "Reserved time" shall be selected and reserved in blocks of consecutive work days (based on the employee's work schedule at the time the selection is made) through the last day of March of the following year, but only from the available dates on the original schedule which remain unselected after the first round of selection. "Reserved time" shall equate to all time off not already scheduled pursuant to this paragraph (c).

Subject to the needs of the business and force requirements of the work group, days prior to the "reserved time" may be selected by an employee on the basis of the earliest request to the employee's immediate supervisor. The days which have not been used on a day-at-a-time basis by the time the "reserved time" occurs must be taken during the "reserved time" as scheduled. Vacation so scheduled shall not be subject to "carry-over" under the provisions of paragraph (b) above. With the consent of the Company, additional vacation time may be scheduled in days in accordance with this paragraph.

- (d) It is the intent of the parties that the employees' selections will be granted to the extent practicable consistent with force requirements and the needs of the business.

SECTION 11. Notwithstanding the provisions of Section 8 of this Article an employee who is granted an Anticipated Disability Leave of Absence will be afforded the opportunity to schedule and receive his remaining vacation prior to the beginning of his leave. If the employee does not receive all vacation prior to beginning of such leave, the provisions of Section 8 of this Article shall apply to any portion of the employee's vacation not taken.

**Article 32.-Payments During First Seven
Days of Sickness Absence**

SECTION 1. Employees with two or more years of net credited service who, due to sickness, are absent from work during their normal daily tours, half tours or sessions they were scheduled to work within their normal work week shall, after the waiting period outlined below, receive payment for all such further absent time which does not extend beyond the seventh consecutive calendar day beginning with the first day on which they failed to report for duty. The total of all payments for absence made to an employee under this Article, under any other provisions of this Agreement, or which are otherwise paid to him, shall not exceed payment for five days of absence in any one calendar week. If the employee returns to work and is again absent due to sickness during a period which does not extend beyond the seventh consecutive calendar day beginning with first day on which he failed to report for duty, the waiting period outlined in Section 5 shall be waived for all cases except the first case if the subsequent cases of sickness absence relate to the same sickness.

SECTION 2. Any employee who, after reporting for duty for a regularly scheduled tour, becomes ill and is excused from duty shall be paid at his basic hourly rate for the remainder of the half-tour or session in which the absence begins.

SECTION 3. Employees directed by their physician to visit a hospital or other medical facility on an outpatient basis in order to have a pre-admission medical test(s)(in connection with either in-patient or out-patient surgery) administered in lieu of similar services rendered on an inpatient basis, will be excused and will be paid for the necessary absent time on the same basis as for absence due to sickness. A copy of the physician's written directive for such tests must be presented to the employee's supervisor prior to the day of the tests. Such time off shall not be chargeable.

SECTION 4. The payments referred to above shall be at the employee's basic hourly rate plus any evening and night differential for which the employee is eligible under Article 19.

SECTION 5. The waiting period referred to in Section 1 of this Article shall be applied as follows:

| <u>Employees With Net Credited Service of:</u> | <u>Waiting Period</u> |
|----------------------------------------------------|-----------------------|
| Two Years But Less Than Five | One Normal Daily Tour |
| Five Years and Over | No Waiting Period |

SECTION 6. In the administration of Section 5 of this Article, it is understood that a normal daily tour for full-time employees may consist of two half tours or two sessions. The normal daily tour for a part-time employee shall be the calendar day on which the employee is scheduled and is absent.

Article 33.-Excused Time

SECTION 1. Employees shall be excused by the Company with pay under the following conditions:

- (a) *Absence Due to Contagious Disease Quarantine.* Unavoidable absence due to contagious disease quarantine, which is approved by the Medical Department of the Company, shall be paid for on the same basis as though the absence were due to the employee's personal sickness disability.
- (b) *Absence Due to Death in the Immediate Family.* An employee excused because of death in his immediate family shall be paid for necessary absent time but not more than the number of tours he is scheduled to work as part of his normal work week during the five calendar days immediately following the death. "Immediate family" as used in this Article means the employee's parents, grandparents, children, grandchildren, brothers, sisters, husband, wife, mother-in-law, or father-in-law. This term may also include other persons who live in the same house with the employee.
- (c) *Absence for Jury Duty, Witness Service Subpoena or Election Official.* An employee who is absent because of jury duty summons, witness service in response to a subpoena in a case before a lawfully constituted authority to which he is not a party or because of service as an Election Official (municipal, county, state or federal) will be paid for such absence; provided, however, the employee must notify the Company that he has been summoned for any of the above reasons, and for jury duty or service as an Election Official he must furnish certification of the dates and hours of service from a duly authorized Court or Election representative. If the employee is excused from serving as a juror, witness or Election Official for the entire day, he shall report for work as scheduled or as soon thereafter as is possible. If the employee is excused from serving as a juror, witness or Election Official for any portion of the day, he shall communicate with supervision for an assignment that is reasonable under the circumstances.
- (d) *Absence to Vote.* Employees who are qualified to vote and who are unable to do so outside of their scheduled tours of duty shall be excused with pay for the necessary time not to exceed two hours or to the extent required by law, for the purpose of voting in a municipal, county, state, or national election.
- (e) *Absence on Account of "Other Reasons."* Absence on account of other reasons may be granted with or without pay at the discretion of the Company. Absences for reasons not enumerated in this Agreement shall be interpreted to mean absences on account of "other reasons."

SECTION 2. Except as otherwise provided in Section 1 of this Article, payments made under any of the above provisions shall be at the employee's basic hourly rate and shall

be limited to scheduled normal daily tours within the employee's normal work week. Absent time and excused time granted or paid for under this Article shall not be considered as time worked for any purpose under this Agreement.

It is understood that Company in its discretion may, in any of the circumstances enumerated in Section 1 of this Article, excuse employees with or without pay for periods longer than those provided for in this Article.

Article 34. - Seniority

SECTION 1. Seniority shall be based on net credited service except that during any period of part-time employment, seniority shall be accrued on a pro rata basis; that is, hours of work for part-time employment up to the number of hours per day or per week which constitute respectively a normal daily tour or a normal work week for a comparable full-time employee in the same job title, classification and work group shall be accumulated, and for each accumulation of 150 such hours actually worked, the seniority shall be increased by one month. For purposes of accruing seniority but not net credited service, "hours of work" for part-time employees shall include paid hours classified as vacation, excused or absence time and shall be accumulated and updated on Company records in April and October of each year.*

SECTION 2. The Company, in selecting employees for promotions to bargained-for positions with a higher maximum rate, agrees to adhere to the principle that the primary factors governing such selections will be the qualifications of the candidates being considered, provided; that the reclassification of employees to equivalent jobs with higher maximum rates shall not be considered promotions within the meaning of this Section. The employee whom Company finds is best qualified for a given position in the light of these factors will be selected; however, where the Company finds the qualifications of two or more employees substantially the same, it will select from among them the employee with the greatest amount of seniority. Nothing in this paragraph shall be construed to prevent Company from promoting employees for unusually meritorious service or exceptional ability.

SECTION 3. In requiring the transfer of employees to "equivalent jobs" as defined in Article 23, Section 1(e), the Company shall adhere to the principle of seniority based on net credited service and shall require such transfers of employees in the relevant work group, as designated by the Company, to be made in inverse order of seniority, subject to the Company's determination of qualifications of individual employees to perform the assignment.

*Effective April 1, 1996.

SECTION 4. To the extent permitted by work requirements, service conditions and the ability of the employee, seniority shall be the controlling factor in the selection of vacation periods by all employees, except Category IV, within each work group as determined by the Company.

SECTION 5. To the extent permitted by work requirements, service conditions and the ability of the employee, seniority shall be the controlling factor in the selection of tours for employees in Categories I, II, III, A and B within each work group. The work group shall be as determined by the Company. Assignment of tours may also be made based on arrangements other than seniority, with agreement of employees within the work group to be assigned; provided that in so doing, no employee's seniority rights shall be abridged. Seniority shall be the controlling factor in the selection of part-time tours by part-time employees in the work group.

SECTION 6. It is agreed that employees in Categories I, II, III, A and B, subject to tour selection, shall normally be allowed to select tours, generally not less than every four weeks nor more than six weeks; provided, however, that such selections may be made more or less frequently when Company determines that force and service conditions require. When the Company determines that service and force conditions in a work group require the posting of work schedules on a weekly basis, the Company shall employ open scheduling and affected employees shall be entitled to change their recorded tour preferences at any time prior to the commencement of the weekly cycle of schedule preparation; provided, however, that the Company will not schedule Category I employees on a weekly basis.

SECTION 7. Employees in Categories I, II, III, A and B, subject to tour selection, who are hired, promoted, transferred in, returning from leave of absence, or otherwise added to the work group shall at the time of addition be assigned to an available tour in the schedule of the work group. When a new choice of tours is selected by the work group, these employees shall be allowed to select their tours in accordance with the provisions of Sections 4 and 5 of this Article.

SECTION 8. To the extent permitted by work requirements and service conditions, seniority based on net credited service shall govern the selection or assignment of tours and vacations within each job classification in each central office unit for all employees in Category IV. Seniority shall be the controlling factor in the selection of part-time tours by part-time employees in the work group.

SECTION 9. The Company shall employ open scheduling in assigning Category IV employees to tours on a weekly basis and central office employees in this category shall be entitled to change their recorded tour preferences at any time prior to the commencement of the weekly cycle of schedule preparation.

SECTION 10. Category IV employees who are transferred into central office operating job classifications, shall be assigned whatever vacant tours remain on the schedule at the time of transfer without depriving any present employee of the tour that employee then is

entitled to. As vacancies occur through resignation, promotions, transfers out, or other causes, the employees shall step into such vacancies on the seniority list until they have attained their proper place in the schedule in accordance with their seniority, but not later than the starting date for the first selection of tours on the basic schedule after the transfer to the office involved.

SECTION 11. The term "Tour" in this Article refers only to the hours assigned by the Company for the normal daily tours comprising the normal work weeks on the posted schedule.

SECTION 12. Numerous considerations are involved in the Company's determination of which employees should be selected for job related training. Included among those factors are the seniority, ability and job performance of the employees as well as the force and service conditions of the business.

SECTION 13. It is agreed that questions of seniority may be referred to the grievance procedure, but neither the provisions of this Article nor its interpretation or application shall be subject to arbitration, with the sole exception that the provisions of Section 2 may be arbitrated only on the issue of whether the Company has acted reasonably in its selection of an employee for promotion. Notwithstanding the time provisions of Article 13, Section 1(e), no arbitral determination pursuant to this Section shall have retroactive back pay effect more than ninety (90) days prior to the date of the Arbitrator's decision.

**Article 35.-Force Adjustment, Layoff,
Part-timing and Rehiring After Layoff**

SECTION 1. Whenever, in the judgment of the Company, there exists an occasion to adjust force because of technological change (defined as changes in equipment or methods of operation), or for reasons other than technological change, the Company shall determine the extent of the adjustment required, the effective date or dates thereof, and the job titles, work groups and localities affected.

SECTION 2. Prior to taking any steps under this Article which may require part-timing, reassignment to lower paid job titles or classifications, involuntary transfer which necessitates a change in residence (i.e., to a work location which is at least thirty-five (35) miles farther from his residence than the distance from his residence to his existing work location), termination or layoff of regular employees, except regular term employees, the Company, where Article 36A applies, shall offer the benefits provided by such Article pursuant to the terms of, and to the extent authorized by, said Article to eligible employees in the work groups and localities affected.

SECTION 3. If, in the judgment of the Company, additional force adjustments are required that may require part-timing, reassignment to lower paid job titles or classifications, involuntary transfer which necessitates a change in residence, termination or layoff of regular employees, except regular term employees, the Company shall give at least ninety (90) days notice to the Union of its intention to make force adjustments and negotiate with the Union about the method or methods to be used. If an agreement as to the method or methods to be used is not reached by the Company and the Union within thirty (30) days from the date that the Company notified the Union, the Company may then proceed as hereinafter outlined in this Article.

SECTION 4. Sixty (60) days prior to the effective date or dates of the force adjustment the Company shall inform the Union of any job vacancies which it determines are available to employees in the affected job titles, work groups and localities.

The Company shall offer those vacancies which it determines are available to the affected regular employees, except regular term employees, (excluding those vacancies in jobs which would result in promotions for the affected employees) in seniority order, subject to the Company's determination of an employee's ability to perform satisfactorily the work in the vacancy of his choice. An employee shall have a maximum of seven (7) calendar days following the Company's offer in which to indicate his choice with respect to the available vacancy(ies).

- (a) If pursuant to this Section an affected employee is reassigned to an available job vacancy which requires a change in residence the Company shall offer the employee the options provided in Article 23, Section 3.
- (b) If pursuant to Article 34, Section 2 an affected employee is selected for and accepts a promotion to a job classification with a higher maximum rate at a work

location which requires a change in residence the Company shall offer the employee the options provided in Article 23, Section 3, provided the Company determines that such promotion will reduce the need to take any of the steps set out in Section 5(a), (b) and (c) of this Article.

- (c) If pursuant to this Section an affected employee is limited in his choice of an available job to either: (1) a work location which requires a change in residence; or (2) a lower paid job title or classification, except a job title in an equivalent job classification as defined in Article 23, Section 1(e), the employee may elect not to accept such reassignment and shall be paid a termination allowance pursuant to Section 7 of this Article. Provided, however, that if such employee has five (5) or more years of net credited service, he may also elect, within seven (7) days prior to the force effective date, to claim the job of the employee having the least seniority of all employees in all work locations within a thirty-five (35) mile radius of the claimant's existing work location in the claimant's job title, or any other job title in the claimant's classification which the claimant has previously held. Provided further, however, that the claimant may not claim a job unless the Company determines that he is able to perform it satisfactorily and he is senior to the employee whose job is claimed.
- (d) If an affected employee refuses or fails to accept a transfer in the same job classification or in an equivalent job classification as defined in Article 23, Section 1(e) at a work location which does not require a change in residence he shall receive no termination allowance.

SECTION 5. If, after making the offers provided in Section 4 of this Article, the Company determines that further force reductions are needed in the job titles, work groups and localities affected, the Company will proceed, in a sequence to be determined by the Company to:

- (a) Terminate all contracts providing for service to be furnished within the locality affected by plant construction, line and tree trimming crews under independent contractor relationships before any Category I employees within such locality are laid off. This provision shall not be construed to require the Company to terminate any such contract contrary to its termination provision or otherwise to require the Company to breach its contract. Where such contracts require notice before termination, the Company shall not be prevented from proceeding with the other steps hereinafter set forth during the notification period. The Company may also retain contract labor while proceeding with the steps hereinafter set forth (1) unless the Company's employees can safely, properly and economically perform those types of operations, or (2) where the Company's employees are not properly qualified for such work either under the law or under regulations of governmental authorities prescribing the qualifications therefor.
- (b) Lay off all temporary and occasional employees and terminate all regular term employees engaged within the job titles, work groups and localities affected.

- (c) After (b) above, lay off all regular employees engaged in the affected job titles, work groups and localities, said employees to be selected by length of service groups and in the sequence outlined below, provided that all employees shall be laid off in the inverse order of their seniority:
 - (1) Employees with less than five (5) years of net credited service, but to avoid such layoffs the Company may substitute part-timing of full-time employees with less than five (5) years of net credited service or combine such part-timing with layoffs as it deems appropriate. However, an employee who is part-timed under this provision shall be scheduled to work no less than five (5) normal daily tours in any two (2) calendar weeks.
 - (2) Each subsequent group thereafter shall be composed of employees in the next successive year of net credited service.

SECTION 6. An employee who is notified by the Company that he is to be laid off pursuant to Section 5(c) and who has more than five (5) years of net credited service shall have seven (7) calendar days to exercise one of the following options:

- (a) Claim the job of the employee having the least seniority of all employees in all work locations within a thirty-five (35) mile radius of the claimant's existing work location in:
 - (1) the claimant's job title, or
 - (2) any other job title in the claimant's classification which the claimant has previously held; or
- (b) Claim the job of the employee having the least seniority of all employees in all work locations within the Area in:
 - (1) the claimant's job title, or
 - (2) any other job title in the claimant's classification which the claimant has previously held; or
- (c) Claim the job of the employee having the least seniority of all employees in any job classification having a lower maximum basic weekly wage (other than an equivalent job classification as defined in Article 23, Section 1(e)) in the Area in which the claimant is being laid off. Provided, however, that if the claimant is junior to all employees in the Area in all job classifications having a lower maximum basic weekly wage (other than an equivalent job classification as defined in Article 23, Section 1(e)), he may claim the job of the employee in the bargaining unit having the least seniority in any such classification.

An employee may not claim a job unless the Company determines that he is able to perform it satisfactorily and he is senior to the employee whose job is claimed. A claimant shall be eligible for moving expenses in accordance with Section 4(a) of this Article.

An employee whose job is claimed shall be offered job vacancies in accordance with Section 4 of this Article. If no vacancy is available under Section 4, the employee whose job is claimed will be laid off unless he is eligible and able to avoid such lay off by exercise of the options specified in this Section. Employees whose jobs are claimed and who are terminated or laid off pursuant to Section 4(c) or 5(c) of this Article shall, depending on eligibility, be given the ISP benefits specified in Article 36A, Sections 2 through 4.

SECTION 7.

- (a) The provisions of Article 37 shall not be applicable to terminations or layoffs resulting from force adjustments.
- (b) If during a force adjustment, an employee who declines ISP is terminated or laid-off (pursuant to Section 4(c) or 5(c) of this Article), the employee will be paid as a termination allowance the ISP benefits specified in Article 36A, Sections 2 through 4 he would have been eligible to receive at the time of the ISP offer.
- (c) If an employee receives a layoff, termination or similar allowance from the Company or from an affiliate or subsidiary company within the former Bell Atlantic Network Services Group, and is subsequently employed by the Company, and the number of weeks since the date of his separation is less than the number of weeks' basic pay (or an amount equivalent thereto) received as a layoff, termination or similar allowance, the amount paid to the employee for the excess number of weeks shall be refunded to the Company through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage.
- (d) An employee who is engaged (or reengaged) by the Company and again separated from the payroll after having former service credited shall upon his layoff or termination be paid the difference between the amount of the layoff or termination allowance to which he is entitled pursuant to Article 36A, and any former layoff, termination or similar allowance received from, and not refunded to, an employer where service credit was earned.
- (e) Employees who elect ISP or who are terminated or laid-off in conjunction with a force adjustment shall also be paid for any unused vacation to which they are entitled.

SECTION 8. If the Company desires to hire regular non-supervisory employees within a job title, work group and Area in which there has been a layoff or termination under this Article, the Company agrees to offer reemployment under the conditions hereinafter provided in this Article to former regular employees previously engaged in such jobs.

Reemployment shall be offered to former regular employees, except regular term employees, in the order of seniority among those laid off or terminated pursuant to Section 5(c) or 4(c) of this Article, under the following conditions:

- (a) The former employee had one year or more of net credited service at the time he was laid off or terminated.
- (b) The period of time elapsing since the layoff or termination of the former employee has not exceeded three (3) years.
- (c) The former employee is qualified in the judgment of the Company to perform available work at the time the offer of reemployment is made.
- (d) The former employee shall accept and be available for reemployment within fourteen (14) calendar days after the date of the offer to reemployment. It shall be the obligation of former employees to keep the Company advised of their home addresses, and the Company shall be deemed to have complied with the provisions of this Section upon mailing the offer of reemployment to the last known address of the former employee.

SECTION 9. The provisions of this Article shall not be construed to prevent the Company from:

- (a) Transferring employees from one job classification to another (either at the same location or in another location) or transferring employees from one location to another without change in job title.
- (b) Making layoffs or part-timing in any job title, work group and locality on account of normal fluctuations of the business, because of minor force adjustments or because of changes in practices, types of equipment or methods of operations.
- (c) Engaging line, construction, or tree trimming crews on an independent contractor relationship or engaging any person on a temporary or occasional basis.
- (d) Making layoffs or part-timing within any job title, working force, or locality because of reductions in work volume or force requirements caused directly or indirectly by conditions resulting from a labor dispute.
- (e) Retaining necessary employees, as determined by the Company, up to ten percent in each job title, locality and affected work group and retaining necessary employees in those jobs requiring "specialized training."

Article 36A. - Income Security Plan (ISP)

SECTION 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, regular employees who have at least one (1) year of net credited service may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Income Security Plan (ISP) benefits described in this Article, subject to the following conditions:

- (a) The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.
- (b) The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.
- (c) An employee's election to leave the service of the Company and receive ISP payments must be in writing and transmitted to the Company within thirty (30) calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such (30) calendar day period.

SECTION 2.

- (a) For an employee who so elects in accordance with this Article, the Company will pay an ISP Termination Allowance or One Thousand One Hundred Dollars (\$1,100.00), less withholding taxes, for each completed year of net credited service up to and including thirty (30) years, for a maximum of Thirty Three Thousand Dollars (\$33,000.00) prior to withholding taxes.
- (b) If the total amount of the ISP Termination Allowance prior to deductions for taxes does not exceed Ten Thousand Dollars (\$10,000.00), that allowance shall be paid in a single lump sum within thirty (30) calendar days after the employee has left the service of the Company.
- (c) Except when (b) above applies, an employee may select one of the following irrevocable payment options:

- (i) Forty-eight (48) monthly payments beginning the month following the month in which the employee leaves the service of the Company. Employees who elect this option and are within forty-eight (48) months of their sixty-seventh (67th) birthday will be paid their monthly payments over the months remaining up to their sixty-seventh (67th) birthday.
- (ii) Half of the ISP Termination Allowance prior to deductions for taxes, in a lump sum, with the remaining half paid in forty-eight (48) monthly payments as described in (i) above. Such lump sum payments shall be paid within thirty (30) calendar days after the employee has left the service of the Company.

SECTION 3. In addition to the ISP Termination Allowance, for an employee who so elects to leave the service of the Company in accordance with Section 1 above, the Company, as an ISP Expense Allowance, will reimburse the employee for the actual expenses incurred for relocation costs, tuition or training costs, or job placement expenses related to seeking other employment, or any combination thereof, up to an amount not to exceed Seven Hundred Fifty Dollars (\$750.00) for each year of net credited service (prorated for any partial year of service) to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and must be incurred within one (1) year from the date of termination of employment except that reimbursement for tuition or training costs will be made for such expenses incurred within two (2) years from the date of termination of employment.

SECTION 4. The years of net credited service in determining the ISP Termination Allowance and the ISP Expense Allowance shall be prorated for any period of time during which an employee is (was) employed on a part-time basis in the same manner as net credited service is prorated based on part-time hours pursuant to the Verizon Pension Plan for Mid-Atlantic Associates.

SECTION 5. If the recipient of an ISP Termination Allowance is reemployed within forty-eight (48) months by the Company or by an affiliate or subsidiary company within the former Bell Atlantic Network Services Group, ISP termination allowance payments will cease. If the termination allowance was being paid in forty-eight (48) monthly payments (with no lump sum), no repayments is required. If the employee received a lump sum, or a partial lump sum and monthly payments, the employee will repay the excess over what he or she would have received if payments had been made under the forty-eight (48) monthly payment schedule. Such repayment will be made through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage.

Article 36B. - Employment Security Training

SECTION 1. *Personal or Career Development Training.* Personal or career development training programs will be designed as an educational self-development aid to assist employees in their personal development or preparing them for career progression opportunities or job changes within the Company.

- (a) Training under such program will be generic in nature as opposed to job specific and will cover technical, sales, clerical and other fundamental skills.
- (b) Any regular employee, except a regular term employee, with at least one year of net credited service will be eligible to participate in such training program under the terms of such program.
- (c) Participation by employees in the personal or career development training program will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose.
- (d) Successful completion by an employee of any training or courses offered pursuant to such program will be taken into account by the Company when considering the employee for an upgrade or transfer.

SECTION 2. *Job Displacement Training.* Job displacement training opportunities will be offered to prepare employees whose jobs are being displaced, or whose jobs are being restructured or redefined to a wage schedule with a lower maximum wage rate, to enhance their ability to qualify for anticipated job vacancies within the Company or for job opportunities external to the Company.

- (a) *Internal Job Vacancies.* Employees will be informed of potential displacements as soon as possible and, depending on the number of any anticipated job openings, will be offered training, if necessary, which is intended to enable them to qualify for such job openings in the Company.
- (b) *External Job Opportunities.* For any such employees (those being displaced) interested in seeking employment external to the Company, the Company will reimburse the employee for actual expenses incurred for job specific tuition, training, or counseling not covered by the Tuition Aid Plan, related to seeking such other employment. Reimbursement for such expenses shall be made up to an amount not to exceed \$500 for each year of net credited service (prorated for any partial year of service) to a maximum of \$2,500.00. Any such expenses for which reimbursement will be made must be approved by the Company prior to being incurred and while the employee is still on the active payroll of the Company.

- (c) Only regular employees, except regular term employees, who are notified of potential displacement from their current job or restructuring of that job to a lower maximum wage rate will be eligible to participate in such training as covered in (a) and (b).
- (d) Participation by employees in job displacement training programs will be voluntary, and time spent by employees in such training will be outside scheduled working hours and not paid or considered as time worked for any purpose unless the Company determines it appropriate in specific instances to permit employees to receive such training during working hours.

SECTION 3. *Training Advisory Board.* There will be a Training Advisory Board consisting of three Union representatives, three Management representatives and a professional educational counselor selected by the Training Advisory Board from the academic community. The Board will meet periodically and have responsibility for:

- (a) furnishing advice to the Company on personal or career development and job displacement training courses and curricula;
- (b) reviewing and making recommendations regarding training delivery systems (e.g., technical schools, community colleges, home study programs, etc.) available to be used by the Company.
- (c) evaluating the effectiveness of such training programs and courses and the delivery systems utilized;
- (d) encouraging employees to participate in and successfully complete the available training courses; and
- (e) researching and recommending through the educational counselor, appropriate educational counseling programs to be made available to those employees interested in seeking employment outside the Company.

The Union and the Company will each be responsible for the respective costs and expenses of their representatives' participation on the Training Advisory Board and will share equally in the joint costs and expenses incurred by the Board. The Company will be responsible for the costs and expenses of the professional educational counselor.

Nothing in this program will supersede the applicable promotion or transfer provisions of the contract.

**Article 36C. - Reassignment Pay Protection
Program (RPPP)**

SECTION 1. If the Company notifies the Union that a need exists to adjust force and employees are reassigned or voluntarily transferred in lieu of others being reassigned to vacancies where the rate of pay for the new job is less than the current rate for the employee's former job, then, notwithstanding the provisions of Article 23, Section 2(c), the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new jobs:

0-5 Years

| | |
|-------------------------|-----------------|
| Weeks 1 thru 4 | -No reduction |
| Weeks 5 thru 8 | -1/3 reduction |
| Weeks 9 thru 12 | -2/3 reduction |
| Weeks 13 and thereafter | -Full reduction |

5+ Years

| | |
|-------------------------|-----------------|
| Weeks 1 thru 56 | -No reduction |
| Weeks 57 thru 60 | -1/3 reduction |
| Weeks 61 thru 64 | -2/3 reduction |
| Weeks 65 and thereafter | -Full reduction |

SECTION 2. However, notwithstanding the foregoing schedule, an employee with fifteen (15) years or more of net credited service who, due to technological change, is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job shall continue to be paid in the lower paid job an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade for a period of thirty-six (36) months following the effective date of such downgrade. Thereafter, the following schedule in reduction shall apply:

| | |
|-------------------------|-----------------|
| Weeks 1 thru 4 | -No reduction |
| Weeks 5 thru 8 | -1/3 reduction |
| Weeks 9 thru 12 | -2/3 reduction |
| Weeks 13 and thereafter | -Full reduction |

SECTION 3. The employee, however, shall receive any increases in pay in amounts which are applicable for a comparable employee in the lower rated job to which downgraded.

Article 37. - Termination Allowances

SECTION 1. Termination allowances in amounts computed in accordance with Section 3 of this Article will be paid to:

- (a) Regular full-time employees whose service is terminated by the Company under any of the following conditions as determined by the Company:
 - (1) Dismissal (except for misconduct); provided that the regular full-time employee has completed one (1) or more years of continuous service at the time of dismissal.
 - (2) Retired at the age of seventy (70) without a service pension; provided that the regular full-time employee has completed one (1) or more years of continuous service.

SECTION 2. Termination allowances will not be paid to employees who are dismissed for misconduct, resign, voluntarily retire or who otherwise leave the service of the Company under conditions not specified in Section 1 of this Article.

SECTION 3. The amount of the termination allowance paid in accordance with this Article shall be computed at the employee's basic weekly wage in accordance with the following schedule:

| <u>Number of Years Net Credited Service:</u> | <u>Number of Weeks Pay:</u> |
|-----------------------------------------------------|------------------------------------|
| (a) Less than 4 years..... | 1 |
| (b) 4 years but less than 6 years..... | 3 |
| (c) 6 years but less than 8 years..... | 5 |
| (d) 8 years but less than 10 years | 8 |
| (e) 10 years but less than 16 years..... | 10 |
| (f) 16 years but less than 20 years..... | 20 |
| (g) 20 years but less than 25 years..... | 25 |
| (h) 25 years but less than 30 years..... | 35 |
| (i) 30 years and over..... | 40 |

An employee qualified to receive a termination allowance under this Article who leaves the service of the Company before receiving a vacation which he is eligible to receive at the time of his separation shall receive vacation pay in addition to the termination allowance.

The Company may in its discretion pay termination allowances amounts greater than those provided in this Section, such amounts to be determined by Company on an individual basis.

SECTION 4.

- (a) If an employee received a termination or similar allowance from the Company or from an affiliate or subsidiary company within the former Bell Atlantic Network Services Group and is subsequently employed by the Company, and the number of weeks since the date of his separation is less than the number of weeks' basic weekly wage received as a termination or similar allowance, the amount paid to the employee for the excess number of weeks shall be refunded to the company through payroll deduction in each payroll period at the rate of ten percent (10%) of the employee's basic weekly wage.
- (b) An employee who is engaged (or re-engaged) by the Company and again separated from the payroll after having former service credited shall, upon his termination be paid the difference between the amount of termination allowance computed in accordance with the provisions of this Article and any former termination or similar allowance received from, and not refunded to, an employer where service credit was earned.

Article 38. - Excused Work Days

SECTION 1. Each regular employee who has at least six (6) months net credited service on January 1 of the current year shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay during the year.

SECTION 2. Employees who do not work on their paid Excused Work Day shall be paid for the day as if for a normal or standard day worked (excluding any wage incentive or productivity payments) provided they are on the active payroll of the Company on that Excused Work Day; except that the pay for a part-time employee shall be based upon the normal daily tour of a full-time employee multiplied by the part-time employee's "Part-Time Factor," as defined in Article 40, Section 7B.

SECTION 3. One paid Excused Work Day in each calendar year may be designated by the Company for employees in an administrative work group (as designated by the Company) or in any larger group, including the entire Company. Employees (except occasional employees) in any such group for which an Excused Work Day is designated by the Company and who are not otherwise eligible for a paid Excused Work Day shall be excused and paid for such designated day as set forth in Sections 1 and 2 provided they are on the active payroll of the Company on the designated Excused Work Day.

SECTION 4. Employees who are on vacation or absent with pay on their paid Excused Work Day for reasons other than having observed it as an Excused Work Day shall have their paid Excused Work Day rescheduled if a vacation day would have been rescheduled under the same circumstances.

SECTION 5. If employees agree to work on their paid Excused Work day and the Company determines that the day cannot be rescheduled, they shall be paid as applicable in accordance with the following paragraphs:

- (a) Employees who agree to work before the work schedule is established pursuant to Article 25, Sections 1 and 6 shall receive one day's pay as set forth in Section 2 of this Article in lieu of their Excused Work Day and shall in addition be paid for the tour actually worked.
- (b) Employees who agree to work after the work schedule is established pursuant to Article 25, Sections 1 and 6 shall receive one day's pay as set forth in Section 2 of this Article in lieu of their Excused Work Day and shall in addition be paid for the tour actually worked and given any additional options which may be available to them pursuant to Article 25, Section 2.
- (c) Time worked by an employee on his or her Excused Work Day shall be considered time worked on a regularly scheduled day of work for all purposes, except as is otherwise expressly provided in this Article.

Article 39. - Contract Labor

SECTION 1. The Company will endeavor to maintain its established policies as to the assignment of work in connection with the installation and maintenance of communication facilities owned, maintained and operated by the Company.

SECTION 2. The Company will give the Union notice before it enters into any contract with any change in arrangements to do work normally done by the Company's employees.

Article 40. - Definitions

SECTION 1. The definition of "employee" or "employees" shall be individual to each Area as follows:

- (a) In Washington Area. "Employee" or "employees" shall be deemed to mean all non-supervisory employees (except confidential) employed in the job classifications listed in Exhibit A; such non-supervisory employees shall include regular, temporary, regular term, and occasional employees.
- (b) In Maryland Area. "Employee" or "employees" shall be deemed to mean all non-supervisory employees (except confidential) in the job classifications listed in Exhibit A; such non-supervisory employees shall include regular, temporary, regular term, and occasional employees.
- (c) In Virginia Area. "Employee" or "employees" shall be deemed to mean all non-supervisory employees (except confidential) employed in the job classifications listed in Exhibit A; such non-supervisory employees shall include regular, temporary, and regular term employees.
- (d) In West Virginia Area. "Employee" or "employees" shall be deemed to mean all non-supervisory employees (except confidential) employed in the job classifications listed in Exhibit A; such non-supervisory employees shall include regular, temporary, regular term, and occasional employees.

SECTION 2. "Regular employees" are employees whose employment is reasonably expected to be permanent at the time they are engaged although it may be terminated subsequently by action on the part of the Company or the employee.

SECTION 3. "Temporary employees" are employees whose employment is intended to last more than three (3) weeks, but not more than six (6) months. Such employees shall be reclassified as "regular" or "regular term" employees, as appropriate, if their employment exceeds six (6) months continuous service since the date of last engagement.

SECTION 4. "Regular term employees" are employees whose employment is intended to last more than six (6) months, but not more than thirty (30) months. Regular term employees are engaged with the definite understanding that their employment is to terminate upon the completion of a specific project and that they will remain in the same occupation for the duration of their term of employment. Regular term employees shall receive all the benefits to which regular employees are entitled except that the contract provisions dealing with layoffs and termination allowances shall not be applicable. Before the Company hires a regular full-time employee to fill a vacancy, the Company will give first preference to any qualified term employee who is performing at a satisfactory level in the job title, work group, and geographic location in which the vacancy exists.

SECTION 5. "Occasional employees" are employees who are engaged for a period of not more than three (3) consecutive weeks, or for a cumulative total of not more than thirty (30) days, in any calendar year, regardless of the length of daily or weekly assignments. Occasional employees who actually work or are engaged to work in excess of three (3) consecutive weeks or thirty (30) days in a calendar year shall be reclassified to: regular, regular term, or temporary, and to full-time or part-time status, as appropriate.

SECTION 6. "Full-time employees" are employees whose employment contemplates their working in each calendar week a normal work week as defined in Section 9, Paragraph (d) of this Article.

SECTION 7. "Part-time employees" are regular, regular term, temporary or occasional employees who are employed and normally scheduled to work less hours per average month than comparable full-time employees in the same job title, classification and work group working the same normal daily tour.

SECTION 7A. "Part-Time Equivalent Work Week" is the number of normally scheduled hours per month for a part-time employee divided by 4.35 and rounded to the next higher whole number. (Illustration: 60 hours per month divided by 4.35 equals 13.8 rounded to 14.) The number of normally scheduled hours shall not include overtime hours. In April and October of each year, the part-time equivalent work week shall be adjusted, if appropriate, on a prospective basis following a retrospective analysis of the employee's "hours actually worked" per month for the preceding six (6) months. For new employees the normally scheduled hours shall be estimated prospectively.

SECTION 7B. "Part-Time Factor" is the ratio of a part-time employee's "Part-Time Equivalent Work Week" to the normal work week of a full-time employee in the same job title, classification and work group working a comparable tour. (Illustration: A part-time employee normally scheduled 60 hours per month has a "Part-Time Equivalent Work Week" of 14. The comparable tour of a full-time employee is 40 hours per week. The "Part-Time Factor" for the part-time employee would be 14 divided by 40 equals .35.)

SECTION 8. The terms "Job Category" or "Job Categories" as used herein are as shown in the appropriate Exhibit. An employee shall be deemed to be in that Job Category in which his Job Title is listed in accordance with the following:

- I. (Craft, 40 Hour)
- II. (Non-Craft, 40 Hour)
- III. (Clerical, 40 Hour)
- IV. (Traffic Central Office, 37 1/2 Hour)
 - A. (Non-Clerical, 37 1/2 Hour)
 - B. (Clerical, 37 1/2 Hour)

SECTION 9. Work Session, Normal Daily Tours and Normal Work Weeks.

- (a) A "normal daily tour" for Category I, II and III full-time employees shall be eight working hours.
- (b) (1) A "normal daily tour" for Category IV full-time employees shall be seven and one-half (7 1/2) working hours except as shown below:

| | Washington Area | Maryland Area | Virginia Area | West Virginia Area |
|-----------------------|--------------------|------------------|------------------|--------------------------|
| Short Hour Evening | 6 hours(1) | 6 hours(4) | 6 hours(2) | _____ |
| Morning- Evening | 7 hours(3) | 7 hours(5) | 7 hours | 7 hours |
| Afternoon- Evening | 7 hours(3) | 7 hours(5) | 7 hours | 7 hours |
| All Night | 7 hours | 7 hours | 7 hours | 7 hours |

- (1) Ending at or after 10:30 P.M.
- (2) Applicable only to Richmond Toll or Norfolk Toll Offices for tours ending at or after 10:30 P.M.
- (3) Such tours extending beyond 7 P.M. but ending before 10:30 P.M.
- (4) Applicable only to Locality Wage Group B offices for tours ending after 10:00 P.M.
- (5) Such tours extending beyond 7:00 P.M.

A "normal daily tour" for Category IV full-time employees shall consist of two work sessions. For seven and seven and one-half hour tours, the first session shall be that portion of the normal daily tour which is scheduled before the assigned lunch period or shall be the hours of work assigned in the first portion of a morning-evening tour; and the second session shall be that portion of the normal daily tour which is scheduled after the assigned lunch or supper period or the hours of work assigned in the last portion of the morning-evening tour. For "short hour evening tours" the first three hours of the tour shall be the first session and the last three hours shall be the second session.

- (2) A Category IV employee shall be given one fifteen (15) minute relief period in each session, except that for those employees working a Short

Hour Evening Tour a one-half hour relief period shall be given in lieu of two fifteen (15) minute relief periods. It is understood that the granting of relief periods shall be contingent upon service and force conditions.

- (c) A "normal daily tour" for Category A and B full-time employees shall be 7 1/2 working hours.
- (d) A "normal work week" for Category I, II, III, IV, A and B full-time employees shall consist of five normal daily tours except for Building Attendants, and Guards whose normal work week may consist of four such tours and two part tours (equaling one normal daily tour) which may be scheduled on any of the seven days of the calendar week. This normal work week shall not be deemed to include additional time worked or additional hours assigned.

SECTION 10. "Basic weekly wages" shall mean the basic wages paid for a normal work week. The term "basic weekly wages" shall not be deemed to include differential payments, premium payments for Sunday or holiday work, overtime payments or temporary assignment payments, except as provided in Article 22, Section 6 of this Agreement.

SECTION 11. An employee's "basic hourly rate" shall be determined by dividing the employee's basic weekly wage by the number of hours in the employee's normal work week, except that the "basic hourly rate" of a Category IV full-time employee on a particular day shall be determined by dividing his basic weekly wage by either 30, 35 or 37 1/2 hours depending on whether he is working a 6, 7 or 7 1/2 hour tour on that day; provided, however, the "basic hourly rate" of a Category IV part-time employee who is not assigned a full normal daily tour as defined in Section 9(b) of this Article shall be determined by dividing his basic weekly wage by 37 1/2 hours.

SECTION 12. The term "increase interval," as used in this Agreement in determining the dates on which increases shall be granted, represents the normal interval between two wage increases. In the event of absence for any reason continuing for more than one month, one month for each whole month of continuous absence, including the first month, shall be added to the increase interval.

SECTION 13. The term "net credited service" shall mean "term of employment" as defined in the Verizon Pension Plan for Mid-Atlantic Associates.

SECTION 14. The term "continuous service," as used in this Agreement, shall mean the accumulated service since date of last engagement less deductions due to leaves of absence.

SECTION 15. The term "job classifications," as used herein, shall mean those individual job classifications specified by titles and associated wage schedules attached to this Agreement.

SECTION 16. The term "Union Representative" shall refer to an employee of the Union who is designated by the Union to represent the bargaining unit. The term "Local Representative" shall refer to an elected officer of a Local or a person designated by the Local as a steward.

SECTION 17. The term "weekday," as used in this Agreement, shall be deemed to mean any day of the calendar week other than Sunday.

SECTION 18. "Non-supervisory employees" as used in this Agreement, shall be deemed to mean those employees engaged within the job classifications included in this Agreement.

SECTION 19. "Wage experience credit" as used in this Agreement shall mean the cumulative number of months corresponding to the employee's basic weekly wage on the wage schedule applicable to the assignment from which the employee is being promoted.

SECTION 20. "Job Title Groups." Job titles contained in this Agreement are assigned to Job Title Groups as set forth in Exhibit A.

SECTION 21. "Step down point" and "step down rate." The step down point is defined as the cumulative number of months which on any wage schedule applicable to job titles in Job Title Groups 9, 10 and 11 correspond to the basic weekly wage step six (6) months below the maximum wage, and which on any wage schedule applicable to job titles in Job Title Groups 5, 6 and 7 correspond to the basic weekly wage step twelve (12) months below the maximum wage. The basic weekly wage corresponding to the step down point is defined as the step down rate.

Article 41. - Cancellation and Duration

SECTION 1. This Agreement sets forth all of the understandings and commitments existing between the parties, and it is agreed that the parties shall not be bound by any understandings or commitments not included herein, except that written Agreements modifying the provisions of this Agreement, or covering conditions not contained in this Agreement, shall be binding on the parties, but only if such Agreements are signed by the authorized representatives of the parties.

SECTION 2. Nothing in Section 1 of this Article shall be construed to relieve either the Company or the Union from obligations assumed in the settlement of a grievance; however, no grievance settlement shall have any binding application beyond the particular employee or employees for whom the grievance is presented unless the settlement is adopted by the parties through collective bargaining and reduced to writing in the form of an addition or an amendment to this Agreement.

SECTION 3. This Agreement shall be effective as of August 3, 2008, and shall continue in full force and effect until its termination at 11:59 P.M. on August 6, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

Verizon Washington, DC Inc.
Verizon Maryland Inc.
Verizon Virginia Inc.
Verizon West Virginia Inc.
Verizon Services Corp.
Verizon Advanced Data Inc.
Verizon Avenue Corp.
Verizon South Inc. – Virginia
Verizon Corporate Services Corp.

Communications Workers of America

By _____
Company Bargaining Chair

By _____
Union Bargaining Chair

Approved:

President C.W.A.

EXHIBIT I

(Last Name) (First Name and Initials)

(Social Security No)

(Please Print Above Information)

**AUTHORIZATION FOR PAYROLL DEDUCTION
OF AMOUNTS EQUAL TO UNION DUES**

To:

Verizon Services Corp.
Verizon Washington, D. C. Inc.
Verizon Maryland Inc.
Verizon Virginia Inc.
Verizon West Virginia Inc.
Verizon Advanced Data Inc.
Verizon Avenue Corp.
Verizon South Inc. – Virginia
Verizon Corporate Services Corp.

Following your receipt of this authorization, I, the undersigned, hereby authorize you to deduct from my pay (including sickness or accident disability payments) amounts equal to regular monthly union dues. This authorization is being made voluntarily and is not conditioned on, or in exchange for, my present or future membership in any union.

The intervals and amounts to be deducted are those which are certified in writing by the Secretary-Treasurer of CWA. I authorize the amounts so deducted to be paid by my employer to the Secretary-Treasurer of CWA.

If after all other authorized or required deductions my pay (including sickness or accident disability payments) is not sufficient to permit the applicable deduction, it is understood that such amounts owed will be deducted by an accumulated deduction in any succeeding deduction period in which my pay is sufficient, during the four consecutive weeks (or month) immediately following; provided, however, that in no event shall deduction of more than four weeks (or one month) dues or amounts equivalent thereto, be so made up.

Deductions under this authorization shall not be made while I am on leave of absence, but such deductions shall be resumed beginning with the first regular dues deduction period following my return to active duty unless this authorization has been canceled. If however, my leave of absence is less than one month, dues or amounts equivalent thereto not deducted during that absence will also be deducted in the first regular dues deduction period following my return to duty.

I understand that my employer assumes no responsibility in connection with the above deduction except that of forwarding amounts deducted from my pay to the Secretary-Treasurer of CWA.

This authorization shall automatically be canceled when I cease to be a CWA-represented employee in any of the Companies specifically identified at the top of this form. In addition, I understand that I may cancel this authorization by sending to my employer by mail a written notice signed by me and postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent collective bargaining agreement, or during the fourteen (14) day period prior to the termination date of the current or any subsequent collective bargaining agreement, or during the fourteen (14) day period following a change in my normal reporting location from one State (or the District of Columbia) to another State (or the District of Columbia).

Union membership dues and agency fees are not deductible as charitable contributions for Federal Income Tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

This authorization cancels as of its effective date any previous authorization for payroll deduction of dues which I have heretofore given.

(Date)

(Signature of Employee)

In addition, I voluntarily authorize the deduction from my pay an amount of \$ _____ in payment of my initiation fee.

(Date)

(Signature of Employee)

EXHIBIT II

NEGOTIATED AGREEMENT ON JOB DUTIES

I. Communications Representatives And Management Sales Persons (8-10-86)

- A. The division of responsibility between the bargaining unit job of Communications Representative and the jobs of management salespersons shall be as follows:

Communications Representative

In those cases assigned to them, Communications Representatives will respond to client sales and servicing demands, provide pre and post-sales support, and post installation servicing support activity on marketing assigned accounts. This position requires routine client premise interface and is responsible for ensuring client satisfaction for the provision of data, networking, and voice communications systems.

The Communications Representative will handle servicing activities on all sales when required. Servicing activities include, but are not limited to, pre sale contract preparation, usage prospecting, station reviews, preparation of proposals, presentation of recommendations, and implementation of sale.

However, in cases where it is determined that a complex analysis of and recommendation for a communications system is required, selling and sales support activities will be handled and/or directed by a management sales person.

Management Salesperson

Management salespersons will handle complex selling activities such as the design and recommendation of data and voice communications systems as well as networking configurations as solutions to telecommunications and business function problems on business accounts. To accomplish this, the management salesperson establishes an overall market sales plan for the account with specific objectives and is responsible and accountable for making the ultimate decision as to what will be recommended in client sales situations. They are responsible for the supervision and direction of pre-sale functions and post-sale implementation activities associated with complex sales. The management salesperson's performance will be evaluated in light of increase or decrease in annual billing of the accounts assigned to them in relation to the objectives for their assigned accounts module.

B. The parties further agree that:

1. The Communications Representatives will report to first level supervisors in the administrative organization and will be assigned in work groups responsible for marketing servicing activities.
2. Communications Representatives will perform all servicing activities of a non-supervisory nature including all implementation functions, such as, but not limited to: order memo preparation; station reviews, vertical service selling; and floor plan documentation. It is understood that in the case of sales implementation, the activities, of Communications Representatives may be coordinated under the direction of management salespersons responsible for the sales.
3. Communications Representatives will be responsible for negotiating customer demand requests in cases which do not require complete analytical activities.

II. Services Technician and System Technician (8-13-77)

- A. The division of work assignments between the bargaining unit jobs of Services Technician and Systems Technician shall be as follows:

Services Technician

1. The installation, repair and removal of:
 - a. All residence types of service including associated auxiliary equipment such as: speaker phones, manual transfer switches, manual signaling systems, ADAS, secretarial and home interphones; but excluding multi-button key system installations which may be installed in a residence.
 - b. Straight line business and residence services including: two line pickups, turn key and auxiliary equipment of the type listed in (a) above.
 - c. PBX stations including the tip and ring wiring of PBX frames and/or cross connector points external to PBX units.
 - d. Coin telephones.
 - e. Subscriber line carrier-subscriber channel units.

- f. Interconnect devices on all services described herein.
 - g. Residence types of data services using voice grade facilities.
- 2. Prewiring, rewiring of terminals, line and station transfers and providing inside wire and drop wiring for: data, teletypewriter, radio, TV, etc.
- 3. The installation, repair and removal of multibutton key telephone sets (all sizes), electronic telephone sets, and station cables to include the termination of such cables at the key telephone location.
- 4. The use of meters required for the installation and maintenance of the above services.

Systems Technician

- 1. The installation, repair and removal of:
 - a. PBX switching systems.
 - b. Data transmitting and receiving systems.
 - c. Teletypewriter systems.
 - d. Manual switchboards.
 - e. Centrex consoles with associated equipment such as wet cell power plants and other console-associated equipment.
 - f. Four wire terminations sets and associated equipment.
 - g. Radio and television services.
 - h. Subscriber line carrier systems.
 - i. Key telephone equipment including the cabling and/or cross connections required to terminate the lines and features at distribution points.
 - j. Dial intercom systems.
 - k. Power plant interconnect devices associated with (a) through (j) above.

2. The use of meters and test equipment required for the installation and maintenance of the above systems and services.
- B. The parties further agree that:
1. The Company reserves the sole right to determine the number of Systems Technicians and Services Technicians required in any work group.
 2. The Company agrees that its practice will be to dispatch on troubles an employee in the proper classification (Systems Technician or Services Technician) as indicated by the trouble. However, if a Services Technician is dispatched on a trouble which is in the equipment under the Systems Technician job description above, he will be expected to clear the trouble if he is able to do so.
 3. The Company agrees that in any half tour, or in any period of assigned work time which falls outside of a normal daily tour (including a tour for training) in which a qualified Services Technician is assigned and does perform work included in the job description for the Systems Technician, he will be paid a differential equal to one-tenth of the difference in the maximum basic weekly wage rates of the Systems Technician and the Services Technician. Services Technicians shall be paid no more than two (2) such differentials for work performed during any calendar day.
 4. The Company reserves the right to assign installation and maintenance work on key telephone systems which may be a part of the Systems Technician job description to Services Technicians when such work is performed by Services Technicians under the direction of a Systems Technician. The provisions of paragraph II.B.3 above shall not apply to work assigned and performed under these circumstances.

III. Coin Telephone Collector (8-27-89)

- A. The job duties of Coin Telephone Collectors in all Areas shall include but not be limited to:
1. Collect and transport money from coin telephones.
 2. Replace directory and/or cover.
 3. Place and remove lower housing fasteners.

4. Clean enclosures and phones; remove foreign material.
5. Change locks.
6. Maintain and replace instruction cards.
7. Place and maintain signs.
8. Replace door plates.
9. Visual and coin tests to determine proper grounding.
10. Clear minor station troubles including:
 - a. Dial tone testing.
 - b. Clear jams; replace defective coin chutes.
 - c. Replace broken finger wheels.
 - d. Replace lights and/or light bulbs.
 - e. Replace handsets or broken cords.

IV. Service Representative (8-10-86)

- A. The job duties of Service Representatives shall include but not be limited to the following:
 1. Represents Company policy to the public in virtually all matters. Acts as customer's representative in activities with other departments to resolve customer disputes and problems. Makes many independent decisions and has a great deal of authority.
 2. Negotiates service order requests from existing and new customers for installation, removal or changes of Company provided and/or customer provided telephone service. Discusses order inquiries about pending orders. May also transmit the order via a computerized terminal.
 3. Determines appropriate requirements from among the many product and service options, recommends and attempts to sell the product and/or service to customers using appropriate sales techniques.

4. Responsible for accurately computing and quoting to customers adjustments, balances and rates. Computations involve addition, subtraction, multiplication and division.
5. Discusses, investigates, and resolves local service and long distance billing inquiries, other inquiries and complaints pertaining to exchange and access service. Includes such things as justifying billing, granting or refusing adjustments, handling annoying call complaints, etc.
6. Handles telephone and, in some cases, face-to-face customer contacts but not to include customer premise sales visits. All involve minute-by-minute decisions that involve customer satisfaction.
7. Obtains, assesses and establishes customer credit information. Collects delinquent bills mainly by contact with customer, usually by telephone. Decides on appropriate collection action to be taken. Obtains and maintains proper security on accounts; e.g., deposits and advance payments. Gathers data for appeals. Handles bankruptcies. Makes judgments on customer requests for extensions of time and amount to pay on bills.
8. Determines appropriate action to be taken and makes appropriate notations on records of customers' accounts and other forms while talking to customers. These notations may be input into Company data files via a computerized terminal.
9. Handles large volume of detailed, complex documentation of work requiring a high degree of accuracy, such as coding and decoding and block printing in small spaces on order forms or vouchers. May also input codes relative to the customer's order via a computerized terminal while talking to the customer. Adjustments to customer accounts for amounts within the Service Representative level of authority may be directly input to the Company's data file via a computerized terminal.
10. Dictates and/or writes self-composed letters to customer.
11. Works to meet sales and service objectives and deadlines designed to meet customers' needs promptly, accurately and pleasantly.
12. Subject to numerous measurements relating to performance and accuracy.